



## CHARLES COUNTY GOVERNMENT (CCG) – PURCHASING DIVISION REQUEST FOR QUOTES (RFQ) SUMMARY SHEET

**RFQ Number:** 23-27 **RFQ Title:** RECREATION PROGRAMS TRANSPORTATION SERVICES

**Description of Work:**

The County Commissioners of Charles County are hereby requesting sealed quotes from qualified contractors to provide recreation program transportation services.

**Quote Delivery Address:**

**Sole Point of Contact /Purchasing Representative Information:**

Charles County Government, Purchasing Division  
Attn: Brittany Ryans, Senior Procurement Specialist  
200 Baltimore Street, Room #B130  
La Plata, MD 20646

Name & Title: Brittany Ryans, Senior Procurement Specialist  
Email: RyansB@CharlesCountyMD.gov

### Solicitation Events

<b>Date of Issuance:</b>	4/18/23		
<b>Last Day for Questions:</b>	5/5/23 before 8:00 a.m. Eastern Time (ET)		Refer to <i>Part A, Section 1.3.1</i>
<b>Quote Opening:</b>	<input type="checkbox"/> Not Applicable	<input type="checkbox"/> Optional	<input type="checkbox"/> Mandatory
	Refer to <i>Part A, Section 1.3.2</i>		
<b>Registration Deadline:</b>	5/18/23 before 12:00 p.m. ET		
<b>Date &amp; Time:</b>	5/19/23 at 3:00 p.m. ET		
<b>Location:</b>	Teleconference/Virtually Only, Limited to Registered Participants		
<b>Submission Deadline</b>	5/19/23 before 3:00pm ET – <i>No registration needed to submit a quote</i>		

### Quote Submission Package

<b>Complete Quantities:</b>	<input type="checkbox"/> One unbound original, & <input type="checkbox"/> One unbound copy, & <input type="checkbox"/> One redacted copy, if redaction requested		
<b>Forms &amp; Other Documentation</b>	<input type="checkbox"/> Quotation Form <input type="checkbox"/> Quoter's Equipment Inventory List <input type="checkbox"/> Experience Forms - 3 <input type="checkbox"/> Addendum Certification Form <input type="checkbox"/> Non-Collusion Affidavit	<input type="checkbox"/> Intended Subcontractors Form <input type="checkbox"/> MBE Utilization Affidavit Form <input type="checkbox"/> SLBE Certification Form (if applicable) <input type="checkbox"/> Official Letter of SLBE Intent (if applicable)	

### Provision Requirements

<b>Basis for Award:</b>	Refer to <i>Part A, Section 2.1</i>		
<b>Contract Term:</b>	Refer to <i>Part A, Section 2.2</i>		
<b>Price Adjustment:</b>	<input type="checkbox"/> Yes, Refer to <i>Part A, Section 2.3</i>	<input type="checkbox"/> Not Applicable	
<b>General Provisions:</b>	Refer to <i>Part A, Section 3.0</i>		
<b>Insurance:</b>	Refer to <i>Part C</i>		
<b>CCG MBE/SLBE Contact:</b>	Economic Development Department at (301) 885-1340 x2202		
<b>MBE/SLBE Directory:</b>	<a href="http://www.meetcharlescounty.com/local-minority-business-programs/">http://www.meetcharlescounty.com/local-minority-business-programs/</a>		
<b>MBE Goal:</b>	<input type="checkbox"/> Yes, Aspirational 25% - Refer to <i>Part A, Section 1.2.3</i>	<input type="checkbox"/> Not Applicable/Exempt	
<b>SLBE Program Applicable:</b>	<input type="checkbox"/> Yes, Refer to <i>Part A, Section 1.2.4</i>	<input type="checkbox"/> Not Applicable/Exempt	

NOTE: Times and dates are subject to change due to extenuating circumstances, including inclement weather. Quoters may obtain County operating status by calling 301-645-0600 (meeting times cannot be verified at this number) or by referring to County operations status updates on the Charles County Government website at <http://www.CharlesCountyMD.gov>.

## **Table of Contents**

### **PART A – INSTRUCTIONS, PROVISIONS, AND NOTICES**

<b>1.0</b>	<b>QUOTE INSTRUCTIONS.....</b>	<b>1</b>
<b>2.0</b>	<b>AWARD AND CONTRACT FORMATION .....</b>	<b>5</b>
<b>3.0</b>	<b>GENERAL PROVISIONS.....</b>	<b>9</b>

### **PART B – SPECIAL PROVISIONS**

<b>1.0</b>	<b>GENERAL.....</b>	<b>Error! Bookmark not defined.</b>
<b>2.0</b>	<b>SCOPE OF SERVICES.....</b>	<b>Error! Bookmark not defined.</b>
<b>3.0</b>	<b>SCOPE OF WORK.....</b>	<b>Error! Bookmark not defined.</b>
<b>4.0</b>	<b>QUOTE ITEM DESCRIPTIONS .....</b>	<b>Error! Bookmark not defined.</b>

### **PART C – INSURANCE**

**PART A – INSTRUCTIONS, PROVISIONS, AND NOTICES****1.0 QUOTE INSTRUCTIONS****1.1 QUOTE SUBMISSION CONDITIONS**

Refer to the *Summary Sheet* for the quote submission location, due date, and time. Late submission, modification, or withdrawal of quotes after the due date/time will NOT be considered. Quoters are solely responsible for timely delivery of their quote submission.

Quotes shall be valid and irrevocable for a minimum of one hundred-twenty (120) days from the due date. A Quoter may submit only (1) quote in response to this RFQ.

If the County is closed for business when quotes are due, for whatever reasons, sealed quotes will be accepted on the next business day the County is open, at the originally scheduled due date and time. Quoters shall monitor the Bid Board for schedule changes issued via addendum.

NOTE: Due to Charles County mail processing, additional time may be necessary for mail delivery. It is the Quoter's sole responsibility to ensure that quotes are submitted timely and to the appropriate location. Acceptable delivery methods are by courier, in-person hand delivered, United States Postal Service, United Parcel Service or Federal Express. Other methods of delivery shall not be accepted.

**1.2 QUOTE SUBMISSION PACKAGE CONTENT (AS NOTED ON SUMMARY SHEET)**

Any information identified as "Confidential" shall be noted by reference and appended to the *Quote Submission*. Each item identified as "Confidential" shall be accompanied by an explanation. Refer to *Part A, Section 2.13*.

Forms listed on the *Summary Sheet* are published separately in an electronically fillable format, which are available with the other solicitation documents on the Charles County Bid Board.

1. RFQ 23-27 – Forms – 230418.docx

Forms are available for download from the Charles County Bid Board via the County's website by following these steps:

1. Go to <http://www.CharlesCountyMD.gov/>.
2. Click on "Business".
3. Click on "Online Bid Board".

A complete quote package shall include all forms identified on the *Summary Sheet*, including but not limited to:

**1.2.1 Quotation Form**

Quote pricing shall be submitted on the County provided *Quotation Form*. All blank spaces of the form shall be fully completed in legible ink or typewritten. All pricing shall be rounded to the nearest whole cent (e.g., \$.01). There shall be no hidden costs. A Quoter may only submit one (1) *Quotation Form* in response to this solicitation. Each item on the form shall contain only one value. "Or Equal" items, if applicable, shall be noted on the *Quotation Form*.

*The County makes no guarantees as to the actual amount of any services that will be purchased. The descriptions and quantities of the items described in this solicitation are the County's best estimates of their total requirements. Inasmuch as any services purchased under this agreement will be ordered "as required". Charles County Government is not to be held liable for amounts less than or exceeding the quantities described in this solicitation.*

**1.2.2 Equipment Inventory List and Inspection of Equipment**

Quoters are required to complete and submit the County provided *Equipment Inventory List* of ALL equipment currently in their possession, the Quoter intends to use in the performance of work under the Contract(s). Equipment shall be in good working order and sufficient in type and quantity to complete all work as quoted on the *Quotation Form*. All equipment, including back-up equipment, to be used in the execution of work as a result of this solicitation shall be identified on the Equipment Inventory List, at a minimum identifying equipment type, make/model, year, quantity, Vehicle Identification Number (VIN) (if applicable), tag number (if applicable), and registration number (if applicable). The County may inspect successful Quoter's equipment at any time (before contract award if the Quoter has not yet obtained equipment).

The County may require, at its sole discretion, the apparent awardee(s) to have all equipment inspected by the County, Department of Recreation, Parks, and Tourism at the apparent awardee(s)' location at a date and time to be specified by the

County and prior to the award of this Contract. During this inspection, the County will make a determination of the suitability and capability of the Contractor's equipment to properly perform the required services, and also identify any safety issues. Any minor discrepancies, as defined by the County, Department of Recreation, Parks, and Tourism, will not be an obstacle to execution of the Contract, but must be corrected prior to the commencement of work. Equipment deemed insufficiently qualified, or of insufficient type and/or quantity to accomplish the work as quoted, shall be determined solely by the County Utilities Division whose determination is not subject to appeal.

### **1.2.3 Experience Form**

Quoter shall be required to complete and submit the County provided **Experience Form**. A qualified Quoter must have requisite experience for the work as described in **Part B - Special Provisions** and must be actively engaged as a legal entity in this field for a period of no less than five (5) years at the time of quoting. Quoters shall demonstrate their experience on the **Experience Form**. Quoters shall provide no less than three (3) projects completed within the past five (5) years of equal or greater magnitude, as deemed acceptable by the County at its sole discretion, and as specified below. All blank spaces of the form shall be fully completed in legible ink or typewritten.

#### **A. Relevant Firm Experience:**

A minimum of three (3) completed representative projects that demonstrate the Quoter's experience in all the following areas:

- a. Bus transportation services
- b. Accessible transportation services

### **1.2.4 Minority Business Enterprise (MBE) Program – MBE Utilization Affidavit Form**

This form shall be completed in legible ink or typewritten. "NA" shall be noted on the form if it is Not Applicable.

Charles County Government has established an MBE Program which applies to all formal solicitations. There is an aspirational goal of 25% MBE participation for each project. Certified MBEs are encouraged to respond.

The County recognizes, as Minorities, the following groups: African Americans; American Indians/Native Americans; Asians; Hispanics; Women; Physically or Mentally Disabled persons and Disabled American Veterans. The County will automatically recognize MBE status for any firm certified by the Maryland Department of Transportation (MDOT), Federal 8-A registration or Charles County Government.

The awarded Quoter shall be required to report MBE Utilization to the County post award on the County's "MBE Utilization – Post Award" form, if they have proposed any MBE usage.

### **1.2.5 Small Local Business Enterprise (SLBE) Program – SLBE Certification Form and SLBE Letter of Intent**

This form shall be completed in legible ink or typewritten. "NA" shall be noted on the form if it is Not Applicable.

Charles County Government has established a Small Local Business Enterprise (SLBE) Program, which registered Charles County SLBE firms responding to this solicitation may receive a preference in accordance with the provisions of the Program that may apply to a formal solicitation resulting in an award of less than \$500,000.00 if they:

- Are registered in the Charles County SLBE Program and eligible in all other respects, at the time the firm's quote is submitted.
- Complete the attached SLBE forms and indicate their SLBE status.
- Are susceptible for award for a contract valued at less than \$500,000.00.

Registered Charles County SLBEs must meet all the same requirements of non-SLBE quoters. Firms must have completed the registration process and have achieved full SLBE status by the due date for quotes, in order to receive consideration as a SLBE during the evaluation of quotes.

### **1.2.6 Addendum Certification Form**

Quoters shall be required to complete and submit the Addendum Certification Form.

### **1.2.7 Intended Sub-Contractors Form**

Quoters shall be required to complete and submit the Intended Sub-Contractors Form. "NA" shall be noted on the form if it is Not Applicable.

### **1.2.8 Non-Collusion Affidavit Form**

Quoters shall be required to complete, notarize, and submit the Non-Collusion Affidavit Form.

### 1.3 SOLICITATION EVENTS (AS NOTED APPLICABLE)

#### 1.3.1 Last Day for Questions

The County will not provide responses to questions after the deadline to submit questions specified on the *Summary Sheet*.

#### 1.3.2 Quotes Due to County and Quote Opening

Quotes shall be submitted to the County and opened virtually as stated on the *Summary Sheet*.

Registration is required to attend the quote opening. Quoters interested in participating in the quote opening must provide their company name and participant(s) name(s), email address(es), and telephone number(s) as stated in the *Summary Sheet* to the Purchasing Representative specified in the *Summary Sheet*.

### 1.4 QUOTER CERTIFICATION OF ACCEPTANCE

By submitting a quote in response to this RFQ, the Quoter certifies their acceptance of all terms and conditions set forth within this document, which will be made a part of the final contract documentation. All work, if any, shown on the contract drawings, specifications, and reports referenced in the *RFQ or any Appendices* is made part of this solicitation package.

### 1.5 INCURRING COSTS

The County is not liable for any costs incurred by the Quoter prior to full execution of the contract by the selected quoter and the County.

### 1.6 ADDITIONS/MODIFICATIONS TO SOLICITATION FORMS

Modifications of or additions to the *Quotation Form* or any other County form may be cause for rejection of the quote, however, the County reserves the right to decide on a case-by-case basis, in its sole discretion, whether or not to reject such a quote as nonresponsive. As a precondition to quote acceptance, the County may, in its sole discretion, request that the Quoter withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery.

### 1.7 ALTERNATE OFFERS

Quoters must quote only one (1) product and one (1) price per quote item even though they feel they can offer more than one item that will meet the specifications. Quoters must determine for themselves which to offer. If a quoter submits more than one (1) product and/or more than one (1) price for a given quote item or items, it may be cause for the quote items or items being quoted upon to be considered non-responsive and rejected.

### 1.8 “OR EQUAL” INTERPRETATIONS

Identification of an item by manufacturer’s name, trade name, catalog number, or reference is intended to be description but not restrictive in that it is used for the purpose of describing they type, style, quality, performance and minimum specifications of the product desired, and shall not be interpreted to mean the only acceptable product. Quotes on other makes and/or models will be considered provided in the *Quotation Form* what is being proposed and forwards with the quote complete descriptive literature indicating the character of the article being offered and addressing all specifications of this solicitation.

The County reserves the right to accept or reject, in its sole discretion, items offered as an “equal”.

### 1.9 QUOTER INVESTIGATIONS

Prior to submitting a quote, each Quoter shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County that the Quoter will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Quoter from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Quoter.

### 1.10 SOLE POINT OF CONTACT

The Purchasing Representative identified on the *Summary Sheet* is the SOLE POINT OF CONTACT at Charles County Government for this procurement. All communication between quoters and Charles County Government shall be with the Purchasing Representative until a fully executed contract is delivered to the Contractor. Quoters or any of their authorized representatives may not initiate contact with Charles County Government or County Consultants other than the Contact identified on the *Summary Sheet*, for any reason during the quoting process or prior to full contact execution. Any communication outside this process may result in disqualification.

### 1.11 QUESTIONS

All inquiries concerning technical or quoting information shall be directed in writing (via email) with the solicitation number

and name in the subject line to the Purchasing Representative identified on the *Summary Sheet*, prior to the due date and time specified. The County will not provide responses to questions after the due date and time specified on the *Summary Sheet*. The person submitting the request will be responsible for its prompt delivery.

### 1.12 ADDENDA AND SUPPLEMENTS

In the event that it becomes necessary to revise any part of this solicitation, or if additional information is necessary to enable the Quoter to make an adequate interpretation of the provisions of this solicitation, a supplement to the solicitation will be issued. The Quoter shall acknowledge in their quote, the receipt of all addenda, supplements, amendments, or changes to the solicitation that were issued by the County. Oral statements made by County personnel shall not bind the County in any manner whatsoever and cannot be used to protest or otherwise challenge any aspect of this solicitation or subsequent agreement.

**Any interpretation, correction, changes to the solicitation will be made only by addendum duly issued and will be posted on the County Bid Board found at [www.CharlesCountyMD.gov](http://www.CharlesCountyMD.gov).** Click on “Business” and then “Online Bid Board”. Any and all addenda issued prior to the quote due date/time shall become a part of the contract documents and shall be covered in the Quoter’s quote prices unless an alternate quote schedule is presented by addendum. It is the responsibility of the Quoter to check the County Bid Board as frequently as necessary to obtain all updates and addenda to the solicitation.

### 1.13 ABILITY TO PERFORM

Quoters shall have the capability to perform classes of work contemplated, having sufficient capital to execute the work properly within the specified time.

The County reserves the right to request any additional information, utilize references not provided by a Quoter, and validate any information provided by a Quoter by any means deemed necessary by the County for the purpose of determining the Quoter’s ability to perform the services described herein.

### 1.14 ERRORS

Any errors in computations may be corrected during the County’s review of the quotes. The County shall not be responsible for Quoter computation errors contained on the *Quotation Form*. All values contained on the *Quotation Form* remain the responsibility of the Quoter. Where the unit price and the extension price are at variance, the unit price will prevail. In the event that the unit price is not provided, the unit price shall be the extended price divided by the quantity. Errors on any forms submitted remain the sole responsibility of the Quoter.

### 1.15 COUNTY RIGHTS/DISCLAIMERS & REJECTION OF QUOTES/BIDS/PROPOSALS

#### 1.15.1 County Rights/Disclaimers

The County exclusively reserves the right, but is not limited to the following actions:

- a. Reject any or all quote submissions;
- b. Issue a new RFQ;
- c. Cancel, modify, or withdraw the RFQ;
- d. Issue addenda, supplements, and modifications to this RFQ;
- e. Modify the RFQ process (with appropriate Notice to Quoters as described herein);
- f. Appoint an Evaluation Committee and evaluation teams to review quote submissions;
- g. Approve or disapprove the use of particular subcontractors and/or substitutions and/or changes in quote submissions;
- h. Revise and modify, at any time before the Quote Due date and time, the factors it will consider in evaluating quote submissions and to otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, the County will publish an addendum. The County may extend the RFQ due date if such changes are deemed by the County, in its sole discretion, to be material and substantive;
- i. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the RFQs;
- j. Disqualify any team that changes its Quote Submission without County written approval;
- k. Retain ownership of all materials submitted in hard-copy and/or electronic format.

#### 1.15.2 Rejection of Quotes/Bids/Proposals

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be sufficient for the disqualification of an offeror and the rejection of its quote:

1. Evidence of collusion among quoters.
2. Lack of competency revealed by financial statements, experience, equipment statements, or other factors.
3. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted or from previous experience with the quoter.
4. Default on a previous similar contract for failure to perform.

5. Being delinquent in payments due to Charles County Government.
6. Exceptions or exclusions to the requirements of the solicitation.
7. Failure to be in "Good Standing" with the State of Maryland.
8. Previous substandard performance on a County contract.
9. Failure to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable or unlikely to perform the requirements.
10. Failure to furnish information requested by the County.

The County reserves the right to reject any/all quote, to waive irregularities and/or informalities in any bid, and to make award in any manner, consistent with law, deemed in the best interest of the County.

#### **1.16 GOOD STANDING REQUIREMENTS**

In order to be eligible for award, Quoters shall meet the following conditions prior to contract award:

1. Their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Maryland, or any other state, county, or municipal government.
2. All payments to Charles County Government have been paid and are not delinquent.
3. Their firm is in "good standing" with the State of Maryland Department of Assessments and Taxation.

#### **1.17 RESTRICTIONS: NOT APPLICABLE**

An individual or a person that employs an individual who the County utilized in the drafting of specifications, a request for quotes, invitation for bids, or a request for proposals for a procurement may not submit a quote, bid, or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a quote, bid, or proposal for the procurement. Quote from such an individual or entity will be rejected.

The following is a list of consultant(s) and/or sub-consultant(s) that have received monetary compensation under a contract with the County as the prime consultant to develop the Request for Quotes, Invitation to Bid, or Request for Proposals and have been retained by the County to perform construction phase services on the behalf of the County for this procurement.

N/A

In addition, the County Ethics Committee administers the provisions of the County Ethics Code, including §170 of the Charles County Code that contains various restrictions on participating in County procurements.

#### **1.18 NOTIFICATIONS**

Legal notice given by the County to the Quoter shall be sent to the address provided on the Quoter's *Quotation Form*. Notice given by the County by any of the following:

1. A communication delivered by shall be deemed as having been received by the addressee three (3) business days after the date of mailing.
  - a. UPS or FedEx or other delivery service; or
  - b. USPS first class postage mail; or
  - c. USPS certified, or
  - d. USPS registered mail.
2. Communication delivered by email shall be deemed as having been received by the addressee the same day the email was sent.

#### **1.19 NEGOTIATIONS**

The County may negotiate contract terms, price, statement of work, or other conditions that results in the most advantageous outcome for the County. In the event an agreement satisfactory to the County cannot be negotiated, the County may terminate negotiation and move to another Quoter.

#### **2.0 AWARD AND CONTRACT FORMATION**

The County reserves the right to award a contract by individual items, in the aggregate, or in any combination thereof, or to reject any or all quotes and to waive any informality in quotes received whenever such rejection or waiver is in the best interest of the County.

#### **2.1 BASIS OF AWARD**

The County intends to make award to the lowest responsive, responsible quoter based on *Total Quote Price for each Quote Item* on the *Quotation Form*, provided it is in County's best interest to do so. The County may award Quote Option A, Quote Option B, and/or Quote Option C to one or multiple quoters. The contract entered into with the successful quoter shall meet all

standard provisions required by the County. Any award made by the County is contingent upon completion of the ten (10) day protest period.

## 2.2 TERM OF CONTRACT

The Contractor selected shall provide the services and all requirements contained herein for a base period commencing after expiration of the award protest period, unless notified otherwise by the County in writing, and ending on June 30, 2024, with four (4) optional 1-year renewals at the sole option of the County. Each 1-year renewal shall commence on July 1 and end on June 30 of the following calendar year.

This contract shall be automatically renewed unless notice of nonrenewal shall be made to the Contractor by Charles County Government or to Charles County Government by the Contractor at least forty-five (45) calendar days prior to the contract anniversary date which is the date in the Notice to Proceed, contract begin date, or otherwise indicated by Charles County Government.

## 2.3 PRICING ADJUSTMENT FOR EXTENSION YEARS

When applicable, as indicated on the *Summary Sheet*, unit prices under the resulting Contract shall remain firm through the base term. Thereafter, pricing shall be adjusted at the beginning of each succeeding year and/or Contract renewal period at the written request of the Contractor to the Chief of Purchasing. Pricing shall be adjusted by the percentage change in the Consumer Price Index (CPI) from the previous year. For purposes of this agreement, the CPI is defined as the Consumer Price Index for All Urban Consumers, All Items, as published by the United States Department of Labor, Bureau of Labor Statistics. For purposes of adjustment, the CPI used for each subsequent year of the Contract shall be the last published percentage change in the CPI (for the previous 12 months) either on, or prior to, the anniversary date of the Contract. Price adjustments shall take effect upon written approval by the County.

## 2.4 CONTRACTS AWARDED

The County intends to award a contract to one firm. The contract entered into with the successful quoter shall meet all standard provisions required by the County.

The County intends to contract with a single firm and not with multiple firms doing business as a joint venture. Where two or more Quoters desire to submit a single quote in response to this RFQ, they should do so on a prime-subcontractor basis rather than as a joint venture.

## 2.5 CONTRACT EXECUTION

The successful Quoter to whom the Contract shall have been awarded shall receive a Notice of Intent to Award letter from the Chief of Purchasing notifying them that their quote has been accepted. The effective date of the award is ten consecutive calendar days after the date specified on the Notice of Intent to Award letter, unless notified otherwise in writing by the County. The contract documents will consist of the Notice of Intent to Award letter, the Solicitation, the Quoter's Quotation Package, and any addenda or other modifications to the solicitation. The Quoter shall furnish the County with all documentation requirements within fourteen (14) calendar days from the date stated on the Notice of Intent to Award letter, which may include, but is not limited to performance bonds and/or payment bonds, insurance certificates, equipment inspections, licenses, etc., as specified herein.

## 2.6 CONTRACT DOCUMENTS

All work under this project shall be in accordance with the contract documents. The Contract documents for this project includes, but is not necessarily limited to, this solicitation package, project plans and specifications as shown in ***RFQ and other referenced ordinances, manuals, and specifications***.

Contract Documents shall also include:

- a. All written modifications, amendments and change orders to this Agreement issued in accordance with the ***General Provisions***.
- b. Contractor's quote and accompanying exhibits submitted in response to the County's Project Criteria and Solicitation; and any solicited and/or unsolicited Alternates to the Solicitation accepted by the County in writing.

The Contract Documents are intended to permit the parties to complete the work and all obligations required by the Contract Documents within the specified time(s) for the quote price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the County will make a determination on which item of discrepancy shall take precedence. Within listed documents or group of documents, the later date shall have precedence over the earlier requirements, and specific requirements shall have precedence over the general requirements.



## 2.7 DEFAULT AND SUSPENSION

If a Quoter who has been selected for award and offered a contract refuses or fails to execute the contract and/or fully comply with all requirements of this solicitation within fourteen (14) consecutive calendar days after receipt of formal notice of award or an alternate date specified by the Chief of Purchasing, the Quoter may be considered to have defaulted with respect to execution of the contract, and to have abandoned all rights and interests in the contract. In such instance the bid security, if any, may be declared forfeited to the County without further notice to the Quoter. In the event of such default, award may then be made to another Quoter determined to be in the best interest of the County, or the solicitation may be cancelled and/or re-advertised for quotes as deemed if deemed in the best interests of the County.

A Contractor, who has executed a contract with the County, may be considered to have defaulted in the performance of the Contract, by failure to comply with the requirements of the contract, sub-standard performance, failing to complete the contract, and/or by other significant errors and omissions as determined by the Project Manager and the Chief of Purchasing. In such instance, the Contractor's performance and/or payments bonds, if any, may be exercised, and the Contract terminated and awarded to another Quoter if determined to be in the best interest of the County.

A Quoter/Contractor, who has defaulted as discussed above, may be declared by the Chief of Purchasing to be ineligible to quote on future County solicitations for a period of up to two (2) years from the date the County determined the Quoter/Contractor to have defaulted. This determination by the Chief of Purchasing shall be final, and not subject to appeal.

## 2.8 QUOTER/AWARD PROTESTS

- a) All protests made pursuant to solicitations must be in writing and delivered to the Chief of Purchasing within the timeframes specified:
- Protests must be delivered to the Chief of Purchasing no later than ten (10) consecutive calendar days after the basis for the protest (i.e., notification of rejection of quoter's quote, notification of removal of quoter from consideration, etc.) is known or should have been known, whichever is earlier.
  - If protesting contract award, the protest must be delivered to the Chief of Purchasing within ten (10) consecutive calendar days after the Purchasing Division has publicly posted the proposed contract award. This provision shall only apply to "aggrieved" quoters.
  - If quoter seeks as a remedy the cancellation or amendment of the solicitation, the protest must be delivered to the Chief of Purchasing before the submission date for quotes/bids/proposals.
  - If the County is closed for business at the due date and time, for whatever reasons, protests will be accepted on the next business day of the County prior to 12:00 p.m. (Eastern Time).
- Protests shall be considered timely only if received in the Purchasing Division office prior to close of business within the timeframes specified above.
- b) All protests made pursuant to solicitations shall be delivered to the Chief of Purchasing:
- Charles County Government  
ATTN: Chief of Purchasing,  
Purchasing Division (Room B130)  
200 Baltimore Street,  
La Plata, Maryland 20646
- c) Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to "Charles County Government". The Chief of Purchasing, may, at his sole election, return the filing fee to the protesting quoter, if the protest is sustained. Filing fees for unsustained protests shall not be returned. The Chief of Purchasing must dismiss any protest not timely received.
- d) Only a quoter that is "aggrieved" is eligible to file a protest. Aggrieved means that the quoter who is filing the protest is susceptible for an award of the contract if the protest is sustained (e.g., a fourth ranked quoter is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked quoters or would require that the solicitation be reissued). Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting quoter; a statement supporting that the quoter is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and all other matters which the quoter contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasive argument to support the protest is on the quoter making the protest.
- e) The Chief of Purchasing shall forward to the County Attorney all protests timely received and appropriate information addressing the circumstances of the protest. The Chief of Purchasing shall also forward for the County Attorney's information, all protests not timely received and/or otherwise ineligible, that was dismissed by the Chief of Purchasing.
- f) The Chief of Purchasing, after consultation with the County Attorney, shall determine whether to sustain or reject the protest, and shall provide written notice of his determination to the quoter making the protest, and to the County Attorney. In the case of a sustained protest, the Chief of Purchasing, after consultation with the County Attorney, shall determine

what remedy shall be taken to redress the protest. Decisions shall be final, and not subject to appeal.

## 2.9 PERFORMANCE EVALUATIONS

The County shall perform periodic performance evaluations, at the County's discretion, on all work performed by the Contractor under this Contract. The Contractor shall have the opportunity to review performance evaluations upon request. Performance evaluations shall be maintained in the County's contract files.

## 2.10 ASSIGNMENT OF CONTRACT

The Contractor shall not sublet any portion of this contract or assign or transfer any interest in this contract without receiving prior written approval from the County, Chief of Purchasing.

## 2.11 SUBCONTRACTORS

Subcontractors may not be used in the conduct of this contract without express written approval of the County. The County reserves the right to reject any subcontracted relationship if changes or additions of subcontractors are necessary during the life of the contract. Subcontracts for any portion of this contract must be clearly identified in the Quoter's quote. Subcontracts are subject to Minority Business Enterprise (MBE) and Small Local Business Enterprise (SLBE) requirements detailed herein. Prime contractor shall perform a minimum of fifty percent (50%).

## 2.12 NEWS RELEASE

No news releases pertaining to this quote request or the service, study, or project to which it relates will be made without County approval.

## 2.13 PUBLIC INFORMATION ACT/CONFIDENTIALITY NOTICE

Quoter should give specific attention and identification of those specific portions of their quotes which they deem to contain confidential and/or proprietary information. Such information must be individually noted as being confidential or proprietary, either at that location, or in a separate consolidated listing contained within the bid/proposal/quote and provide justification of why the material should not be subject to disclosure by the County upon request under the Maryland Public Information Act. Quoters may not declare their entire bid/proposal/quote package to be confidential or proprietary. Failure to provide specific identification and justification may result in the County releasing the information if requested to do so.

## 2.14 CAMPAIGN FINANCE REFORM ACT OF 2013

The Maryland Campaign Finance Reform Act of 2013 dictates that vendors with single contracts of \$200,000 or more shall file certain campaign finance-related disclosures with the Maryland State Board of Elections. Vendors shall certify that they have filed the requisite disclosure, and if the vendor fails to provide this certification, the County must notify the State. In the event of Contract award, the Contractor shall certify that campaign finance-related disclosures are filed with the Maryland State Board of Elections as applicable.

## 2.15 HOLIDAY SCHEDULE

The following holidays are observed by the County:

New Year's Day	Labor Day
Martin Luther King Jr's Birthday	Indigenous People's Day
Washington's Birthday	Veterans Day
Good Friday	Election Day (When Applicable)
Memorial Day	Thanksgiving Day
Juneteenth	Day After Thanksgiving
Independence Day	Christmas Day

## 2.16 MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MWCOC") and the Baltimore Metropolitan Council ("BMC") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

### *Format*

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

### *1. Terms*

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.

- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

## **2. Other Conditions - Contract and Reporting**

- 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3 Contract obligations rest solely with the participating entities only;
- 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region. A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links [www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/](http://www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/) and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>.

### **3.0 GENERAL PROVISIONS**

Any provision specified in this section and addressed elsewhere in the solicitation; **Part B** shall supersede.

#### **3.1 DEFINITIONS**

QUOTE: Response submitted to this solicitation, and shall be synonymous with the terms "offer", "proposal", "bid", etc.

COMMISSIONERS: The County Commissioners of Charles County.

COUNTY: The County Commissioners of Charles County, Maryland.

CONTRACT: The written agreement executed by the County Commissioners of Charles County and the successful bidder, covering the performance of the work and the furnishing of materials required in the construction of the project. The contract shall include instructions to bidders, proposal, general specifications, special provisions, drawings, performance bond, extra work orders and any other written instructions pertaining to the method and manner of performing the work.

CONTINGENT ITEM: Any item listed on the plans or called for in the Special Provisions and included in the Bid merely for the purpose of obtaining a contract price in case it may be needed.

CONTRACTING OFFICER: The Director of the Using Department and includes a duly appointed successor or authorized representative.

CONTRACTING AUTHORITY: The County Commissioners of Charles County.

CONTRACTOR: The person or persons, partnership, firm, or corporation who enters into a contract awarded to him by the COUNTY.

DEPARTMENT: The authorized division or agency of Charles County Government responsible for the service or work for which the contract will be written.

DAYS: Calendar Days

DRAWINGS: All drawings or reproductions thereof pertaining to the construction of the work which are approved by the CONTRACTING OFFICER.

EXTRA WORK: A written order to the CONTRACTOR and signed by the CONTRACTING OFFICER, ordering a change in or an addition to the work from that originally shown by the drawings and specifications.

GENERAL PROVISIONS: All requirements and provisions contained in this document.

OWNER: The entity holding title or having vested interest in the property and rights associated with the property.

**PAYMENT BOND:** The approved form of security executed by the CONTRACTOR and his surety, guaranteeing payment of all labor, materials, supplies, and rental of equipment reasonably required and used or consumed in the performance of the contract.

**PERFORMANCE BOND:** The approved form of security executed by the CONTRACTOR and his surety, guaranteeing complete execution of the contract.

**PROPOSAL:** The written offer submitted by the bidder in the required manner to perform the work contemplated.

**SPECIAL PROVISIONS:** Statements modifying or changing the requirements or provisions of the General Specifications or adding new requirements or provisions thereto.

**SPECIFICATIONS:** The General Provisions, Special Provisions, and all written or printed agreements and instructions pertaining to the performance of the work and to the quantity and quality of the materials to be furnished under the contract.

### **3.2 INDEMNIFICATION CLAUSE**

The Contractor shall protect, hold free and harmless, defend and indemnify Charles County, including its officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees, resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work under this contract. This agreement shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of contractor's agents or employees; except that this agreement shall not be applicable to injury, death or damage to the property arising from the sole negligence of Charles County, its officers, agents and employees.

### **3.3 GOVERNING LAW**

This Contract shall be governed by and construed only in accordance with the laws of the State of Maryland.

### **3.4 PAYMENT OF TAXES**

The firm awarded the contract resulting from this solicitation shall be responsible for paying all Maryland sales tax, and any other applicable taxes, on items purchased by the Contractor in the pursuit of this contract. The County tax exempt status cannot be transferred to the Contractor.

### **3.5 SPECIFICATIONS AND DRAWINGS**

The CONTRACTOR shall keep on the work site a copy of the drawings and specifications and shall at all times give the CONTRACTING OFFICER access thereto. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the matter shall be promptly submitted to the CONTRACTING OFFICER, who shall promptly make a determination in writing. Any adjustment by the CONTRACTOR without such a determination shall be at its own risk and expense. The CONTRACTING OFFICER shall furnish from time to time such detailed drawings and other information as he may consider necessary, unless otherwise provided.

### **3.6 CHANGES**

- A. The CONTRACTING OFFICER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and design);
- (2) In the method or manner of performance of the work;
- (3) In the COUNTY furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

Any other written order or an oral order (which terms as used in this paragraph (B.) shall include direction, instruction, interpretation, or determination) from the CONTRACTING OFFICER, which causes any such change, shall be treated as a change order under this article, provided that the CONTRACTOR gives the CONTRACTING OFFICER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

- B. Except as herein provided, no order, statement, or conduct of the CONTRACTING OFFICER shall be treated as a change under this article or entitle the CONTRACTOR to an equitable adjustment hereunder.
- C. If any change under this article causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on

defective specifications, no claim for any change under paragraph (B.) above shall be allowed for any costs incurred more than twenty (20) days before the CONTRACTOR gives written notice as therein required; and provided further, that in the case of defective specifications for which the COUNTY is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

- D. If the CONTRACTOR intends to assert a claim for an equitable adjustment under this article, he must, within thirty (30) days after receipt of a written change order under paragraph (A.) above or the furnishing of a written notice under paragraph (B.) above, submit to the CONTRACTING OFFICER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the COUNTY. The statement of claim hereunder may be included in the notice under paragraph (B.) above.
- E. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

### 3.7 CHANGE ORDERS

#### A. Additional Costs:

The cost of any change ordered in writing by the CONTRACTING OFFICER which results in an increase in the contract price will be determined by one or the other of the following methods, at the election of the CONTRACTING OFFICER.

- (1) On the basis of a stated lump sum price, or other consideration fixed and agreed upon by negotiation between the CONTRACTING OFFICER and the CONTRACTOR in advance, or if this procedure is impractical because of the nature of the work or for any reason,
- (2) On the basis of the actual necessary cost as determined by the CONTRACTING OFFICER, plus a fixed fee to cover general supervisory and office expense and profit. The fixed fee shall not exceed fifteen percent (15%) of the actual necessary costs. The actual necessary cost will include all reasonable expenditures for material, labor, and supplies furnished by the CONTRACTOR and a reasonable allowance for the use of his plant and equipment where required but will in no case include any allowance for general superintendent, office expense, or other general expense not directly attributable to the extra work. In addition to the foregoing, the following will be allowed: the actual payment by the CONTRACTOR for workers' compensation and public liability insurance; performance and payment bonds (if any); and all unemployment and other social security contributions (if any) made by the CONTRACTOR pursuant to Federal or State statutes; when such additional payments are necessitated by such extra work. An appropriate extension of the working time, if such be necessary, will also be fixed and agreed upon, and stated in the written order.

#### B. Reduced Costs:

The cost of any change ordered in writing by the CONTRACTING OFFICER which results in a decrease in the contract price will be determined in a manner conformable with paragraph A.2 under Additional Costs.

### 3.8 DIFFERING SITE CONDITIONS

#### A. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the CONTRACTING OFFICER in writing of:

- (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or
- (2) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract.

The CONTRACTING OFFICER shall promptly investigate the condition(s), and if he finds that such conditions do materially differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

- B. No claim of the CONTRACTOR under this article shall be allowed unless the CONTRACTOR has given the notice required in paragraph (A.) above; provided, however, the time prescribed therefore may be extended by the County.
- C. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

### 3.9 TESTING AND INSPECTIONS

Unless otherwise stated elsewhere the Contractor shall be responsible for securing all required third party testing and inspections as well as all associated cost.

### 3.10 TERMINATION OF CONTRACT FOR CONVENIENCE

- A. The COUNTY may, by written notice to the CONTRACTOR, terminate this contract in whole or in part at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill his obligations under this contract.

Upon receipt of such notice, the CONTRACTOR shall:

- (1) Immediately discontinue any part or all services as directed by the County's authorized representative, and

- (2) Deliver to the COUNTY the originals of all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing under this contract, whether completed or in process.
- B. If the termination is for the convenience of the COUNTY, an equitable adjustment in the contract price shall be made but no amount shall be allowed for anticipated profit on unperformed services.
- C. If the termination is due to the failure of the CONTRACTOR to fulfill his obligations under this contract, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for any additional cost occasioned to the COUNTY.
- D. If, after notice of termination for failure to fulfill obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been put into effect for the convenience of the COUNTY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this clause.
- E. The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

### 3.11 TERMINATIONS FOR DEFAULT - DAMAGES FOR DELAY - TIME EXTENSIONS

- A. If the CONTRACTOR refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the COUNTY may, by written notice to the CONTRACTOR, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event, the COUNTY may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on site of the work and necessary, therefore. Whether or not the CONTRACTOR'S right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the COUNTY resulting from this refusal or failure to complete the work within the specified time.
- B. If fixed and agreed liquidated damages are provided in the contract and if the COUNTY so terminates the CONTRACTOR'S right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion and acceptance of the work together with any increased costs occasioned the COUNTY in completing the work.
- C. If fixed and agreed liquidated damages are provided in the contract and if the COUNTY does not so terminate the CONTRACTOR'S right to proceed, the resulting damage will consist of such liquidated damages until the work is completed and accepted.
- D. The CONTRACTOR'S right to proceed shall not be so terminated nor the CONTRACTOR charged with resulting damage if:
  - (1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, acts of the COUNTY in its contractual capacity, acts of another Contractor in the performance of a contract with the COUNTY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or supplies arising from unforeseeable causes beyond the control and without the fault or negligence of both the CONTRACTOR and such subcontractors or suppliers; and
  - (2) The CONTRACTOR, within ten (10) days from the beginning of any such delay (unless the CONTRACTING OFFICER grants a further period of time before the date of final payment under the contract), notifies the CONTRACTING OFFICER in writing of the causes of delay.

The CONTRACTING OFFICER shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the article of these General Provisions entitled Disputes.
- E. If, after notice of termination of the CONTRACTOR'S right to proceed under the provisions of this article, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this article, or that the delay was excusable under the provisions of this article, the rights and obligations of the parties shall, if the contract contains an article providing for termination for convenience of the COUNTY, be the same as if the notice of termination had been issued pursuant to such article. If, in the foregoing circumstances, this contract does not contain an article providing for termination for convenience of the COUNTY, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the article of these General Provisions entitled Disputes.
- F. In the event the construction of this project is interrupted, halted or discontinued by the order of a Court of competent jurisdiction or the order of a supervening appropriate government authority over which the COUNTY has no control, then in that event, it is the intention of these specifications that the COUNTY'S liability shall be limited only to the actual value of the work already performed and materials already purchased, with no allowance permitted for loss of profits that would have ultimately accrued to the CONTRACTOR had the CONTRACTOR completed the contract.
- G. The rights and remedies of the COUNTY provided in this article are in addition to any other rights and remedies provided by law or under this contract.

- H. As used in Paragraph (D.1.) of this article, the term subcontractors or suppliers means subcontractors or suppliers at any tier.

### **3.12 LIQUIDATED DAMAGES**

- A. The CONTRACTOR shall be liable for and shall pay to the COUNTY as fixed, agreed, and liquidated damages such sum or sums as set forth herein before for each and every calendar day which the actual time of completion shall be delayed beyond the aforesaid permitted time of completion. Actual damages for such delay are impossible of determination, thus, said sum is a measure only of liquidated damages the COUNTY will sustain for each delay and shall not be construed as a penalty.
- B. The COUNTY shall have the right to deduct the total amount of any liquidated damages for which the CONTRACTOR may be liable from moneys otherwise due to the CONTRACTOR including any retainage under the control of the COUNTY.
- C. The surety upon the Performance Bond furnished by the CONTRACTOR shall be liable for any such liquidated damages for which the CONTRACTOR may be liable, to the extent that the CONTRACTOR shall not make settlement therefore with the COUNTY.

### **3.13 PAYMENTS TO CONTRACTOR**

- A. The COUNTY will pay the contract price, less all costs for overtime superintendence and inspection, as herein-after provided.
- B. The COUNTY will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the CONTRACTING OFFICER, on estimates approved by the CONTRACTING OFFICER. Progress payments will be due and payable thirty (30) calendar days after the COUNTY receives an acceptable invoice. If requested by the CONTRACTING OFFICER, the CONTRACTOR shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates, the CONTRACTING OFFICER, at his discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the CONTRACTOR at locations other than the site may also be taken into consideration (1) if such consideration is specifically authorized by the contract and (2) if the CONTRACTOR furnishes satisfactory evidence that he has acquired title to such material and that it will be utilized on the work covered by this contract. Such payments shall be conditioned upon submission by the CONTRACTOR of bills of sale or such other procedures satisfactory to the COUNTY to establish the COUNTY'S title to such materials or equipment or otherwise protect the COUNTY'S interest, including applicable insurance and transportation to the site.
- C. In making such progress payments, there shall be retained five percent (5%) of the estimated amount until final completion and acceptance of the contract work.
- D. All material and work covered by progress payments made shall thereupon become the sole property of the COUNTY, but this provision shall not be construed as relieving the CONTRACTOR from sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the COUNTY to require the fulfillment of all of the terms of the contract.
- E. Upon completion and acceptance of all work, the amount due the CONTRACTOR under this contract shall be paid upon the presentation of a properly executed voucher and after the CONTRACTOR shall have furnished the COUNTY with a release, if required, of all claims against the COUNTY arising by virtue of this contract, other than claims in stated amounts as may be specifically excepted by the CONTRACTOR from the operation of the release. The following documents, complete in all respects, shall be submitted with the final request for payment:
- (1) Document AIA G-706, Contractor's Affidavit of Release of Liens and Payment of Debts and Claims.
  - (2) Document AIA G-707, Consent of Surety Company for Final Payment.
- F. A formal final inspection will be scheduled within two (2) weeks of notification to the CONTRACTING OFFICER that the work is substantially completed. The CONTRACTING OFFICER shall have the option to correct or complete by others any punch list items not completed by the CONTRACTOR within thirty (30) calendar days after the CONTRACTOR receives the punch list. The cost of all work by others shall be deducted from the final payment.

### **3.14 MATERIAL AND WORKMANSHIP**

- A. Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this contract reference to any equipment, material, article, or patented process, by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the CONTRACTOR may, at his option, use any equipment, material, article, or process which, in the judgment of the CONTRACTING OFFICER, is equal to that named. The CONTRACTOR shall furnish to the CONTRACTING OFFICER for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other

equipment which the CONTRACTOR contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the CONTRACTOR'S expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection.

- B. All work under this contract shall be performed in a skillful and workmanlike manner. The CONTRACTING OFFICER may, in writing, require the CONTRACTOR to remove from work any employee the CONTRACTING OFFICER deems incompetent, careless, or otherwise objectionable.

### **3.15 INSPECTION AND ACCEPTANCE**

- A. Except as otherwise provided in this contract, inspection, and test by the COUNTY of material and workmanship required by this contract shall be made at reasonable times and at the site of the work, unless the CONTRACTING OFFICER determines that such inspection or test of material which is to be incorporated in the work shall be made at the place of production, manufacture, or shipment of such material. To the extent specified by the CONTRACTING OFFICER at the time of determining to make off-site inspection or test, such inspection or test shall be conclusive as to whether the material involved conforms to the contract requirements. Such off-site inspection or test shall not relieve the CONTRACTOR of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the COUNTY after acceptance of the completed work under the terms of paragraph (F.) of this article, except as here in above provided.
- B. The CONTRACTOR shall, without charge, replace any material or correct any workmanship found by the COUNTY not to conform to the contract requirements, unless in the public interest the COUNTY consents to accept such material or workmanship with an appropriate adjustment in the contract price. The CONTRACTOR shall promptly segregate and remove rejected material from the premises.
- C. If the CONTRACTOR does not promptly replace rejected material or correct rejected workmanship, the COUNTY may: (1) by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the CONTRACTOR, or (2) terminate the CONTRACTOR'S right to proceed in accordance with Article 6 of these General Provisions.
- D. The CONTRACTOR shall furnish promptly, and without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspection and test as may be required by the CONTRACTING OFFICER. All inspection and test by the COUNTY or its agent shall be performed in such manner as not unnecessarily to delay the work. Special, full size and performance tests shall be performed as described in this contract. The CONTRACTOR shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the CONTRACTOR for its inspection.
- E. Should it be considered necessary or advisable by the COUNTY, at any time before acceptance of the entire work, to make an examination of work already completed, by removing or tearing out same, the CONTRACTOR shall, on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the CONTRACTOR or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, an equitable adjustment shall be made in the contract price to compensate the CONTRACTOR for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted a suitable extension of time.
- F. Unless otherwise provided in this contract, acceptance by the COUNTY shall be made as promptly as practicable after completion and inspection of all work required by this contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the COUNTY'S right under any warranty or guarantee.

### **3.16 SUPERINTENDENCY BY CONTRACTOR**

The CONTRACTOR shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the CONTRACTING OFFICER, on the work at all times during progress, with authority to act for him.

### **3.17 PERMITS AND RESPONSIBILITIES**

The CONTRACTOR shall, without additional expense to the COUNTY, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occurs as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any complete unit of construction thereof which theretofore may have been accepted.

### **3.18 CONDITIONS AFFECTING THE WORK**

The CONTRACTOR shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of



the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by the CONTRACTOR to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this contract unless such understanding or representations by the COUNTY are expressly stated in the contract.

### **3.19 OTHER CONTRACTS**

The COUNTY may undertake or award other contracts for additional work excluded from this contract, and the CONTRACTOR shall fully cooperate with such other Contractors and COUNTY employees and carefully fit his own work to such additional work as may be directed by the CONTRACTING OFFICER. The COUNTY'S separate contractors will coordinate their work with the CONTRACTOR. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other CONTRACTOR or by employees.

### **3.20 PATENT INDEMNITY**

Except as otherwise provided, the CONTRACTOR agrees to indemnify the COUNTY and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters, Patents of the United States arising out of the performance of this contract or out of the use or disposal by or for the account of the COUNTY of supplies furnished or construction work performed hereunder.

### **3.21 ADDITIONAL BOND SECURITY**

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the COUNTY or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the COUNTY, the CONTRACTOR shall promptly furnish such additional security as may be required from time to time to protect the interests of the COUNTY and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

### **3.22 COVENANT AGAINST CONTINGENT FEES**

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty the COUNTY shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

### **3.23 EMPLOYMENT DISCRIMINATION PROHIBITED**

During the performance of this contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the CONTRACTING OFFICER advising the labor union or worker's representative of the CONTRACTOR'S commitments under this Equal Opportunity article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. In the event of the CONTRACTOR'S noncompliance with the Equal Opportunity article of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended, in whole or in part.

### **3.24 SUSPENSION OF WORK**

- A. The CONTRACTING OFFICER may order the CONTRACTOR in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the public.
- B. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the CONTRACTING OFFICER in the administration of this contract, or by his failure to act within the time specified in this contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this article

for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the CONTRACTOR or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

- C. No claim under this article shall be allowed (1) for any costs incurred more than twenty (20) days before the CONTRACTOR shall have notified the CONTRACTING OFFICER in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.

### **3.25 SUBCONTRACTORS**

Subsequent to the award, the CONTRACTOR shall submit for approval a complete list of subcontractors who will be engaged by him in the execution of the work. After the list of subcontractors has been approved, no changes shall be made in it without the permission and approval of the CONTRACTING OFFICER. The CONTRACTING OFFICER will, however, permit the CONTRACTOR to take the work out of the hands of any or all of the subcontractors and complete it himself if for any reason it becomes necessary or desirable for him to do so. That portion of the specifications beginning with the CONSTRUCTION SPECIFICATIONS, if included in these documents, is arranged for editorial convenience only, the divisions thereof are not to be construed in the whole as the complete representation of the work, nor individually as authorization or approval by the COUNTY to subdivide the CONTRACTOR'S responsibilities into subcontracts related to such division. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the COUNTY.

### **3.26 SPECIFICATIONS, STANDARDS, AND FORMS**

Specifications and also standards of associations, societies, and laboratories referred to in these specifications shall become a part of this contract and shall be considered as though incorporated herein. The latest edition or amendment of supplement thereto in effect on the latest bid invitation shall apply. Standards of associations, societies, and laboratories referred to in the specifications may be obtained directly from such organizations.

The COUNTY shall not be responsible for furnishing any drawing, specification, or published material not specifically identified in the Special Provisions of these specifications.

### **3.27 WORKING HOURS PER DAY**

The normal number of working hours per day on this contract will be limited to eight (8), unless otherwise authorized by the CONTRACTING OFFICER.

### **3.28 SATURDAYS, SUNDAYS, HOLIDAYS, AND NIGHT WORK**

The CONTRACTOR will not be permitted to do any work which requires the services of the COUNTY'S inspection supervisory forces on Saturdays, Sundays, or holidays unless otherwise authorized by the CONTRACTING OFFICER in writing. However, the CONTRACTOR, with verbal permission of the CONTRACTING OFFICER, may be permitted to perform on Saturdays and holidays, clean-up, and such other items for which no specific payment are involved. In cases of bona fide emergencies, sound judgment shall be exercised.

### **3.29 CONTRACTOR RESPONSIBLE FOR OVERTIME COSTS**

In cases where the CONTRACTOR desires to work in excess of the normal number of working hours per day and/or on designated COUNTY holidays, Saturdays, or Sundays, the CONTRACTOR shall submit such requests in writing to the CONTRACTING OFFICER at least three (3) days in advance of the requested extended working hour period. The CONTRACTOR shall include with the request the specific tasks or operations to be performed during the proposed period of extended working hours. The CONTRACTOR shall be responsible for all costs incurred by the COUNTY in providing superintendence and inspection services to accommodate the CONTRACTOR in working extended hours including premium time, quality control testing, per diem, and miscellaneous expenses. The COUNTY shall, with documentation, deduct the said monies for superintendence and inspection of the CONTRACTOR's work outside the normal working hours from payments due the CONTRACTOR. Said requested deductions shall not constitute a change or change order to the contract. The CONTRACTOR expressly agrees to the deductions from payments due in accordance with the following fee schedule (where applicable) for those services as deemed necessary by the COUNTY:

Engineer .....up to \$140.00 per hour  
 Inspector .....up to \$110.00 per hour  
 COUNTY Staff ..... up to \$80.00 per hour  
 Miscellaneous.....As Billed to the COUNTY  
 Quality Control Testing.....As Billed to the COUNTY  
 Other .....As Billed to the COUNTY

**3.30 EMERGENCY WORK**

In case of an emergency, when work requiring supervision by the COUNTY or the CONTRACTOR is to be performed on Saturdays, Sundays, holidays or for longer than eight (8) hours per day, the CONTRACTOR shall request permission of the CONTRACTING OFFICER to do so. If, in the opinion of the CONTRACTING OFFICER, the emergency is bona fide, he will grant permission to the CONTRACTOR to work such hours as may be necessary. Also, if, in the opinion of the CONTRACTING OFFICER, a bona fide emergency exists, he may direct the CONTRACTOR to work such hours as may be necessary whether the CONTRACTOR requests permission to do so or not.

**3.31 CONSTRUCTION FACILITIES**

The CONTRACTOR will provide, erect, maintain and remove when directed: all barricades, staging, platforms, guards, etc., as required by local codes or laws, for protection of workmen, the public, or the environment. The construction and maintenance of these items shall comply with all applicable safety codes and regulations.

**3.32 TEMPORARY FACILITIES**

Before submitting his bid, the CONTRACTOR should visit the site and should confer with the owners of the facilities to determine the use and availability of existing water, sanitary facilities, electric power, and storage space, and to determine the extent to which the CONTRACTOR will be required to provide or supplement these and other necessary facilities at his own expense.

Where existing toilet facilities are not available, the CONTRACTOR shall provide and maintain in a sanitary condition an enclosed fly-tight toilet located as directed by the CONTRACTING OFFICER.

**3.33 OPERATING AND RESTORATION**

The CONTRACTOR shall so conduct his operation as not to interfere with or endanger the ordinary use of existing structures, roads, utilities, and other facilities. The CONTRACTOR shall provide and maintain all temporary roadways which may be authorized and all control and safety devices necessary to maintain traffic, safety, and the optimum normal use thereof. Equipment, operations, and materials shall be confined to the limits defined by the CONTRACTING OFFICER.

The site of the work and facilities required to be constructed under the contract shall be maintained in a clean, orderly, and safe condition. Rubbish, surplus materials, and excess equipment shall not be permitted to accumulate during the progress of the work.

After each facility is completed and after all the work under the contract has been completed, the structure, facility, temporary facilities, barricades, toilets, and all the premises shall be left clean and, in a condition, satisfactory to the CONTRACTING OFFICER.

The CONTRACTOR shall restore at his expense any damage to any property, including damage to trees, shrubs, ground cover, and other vegetation, and the CONTRACTOR shall save and hold the COUNTY free from all claims for damages or injury to all persons or property caused or alleged to have been caused by the CONTRACTOR, his agents, employees, workmen, and subcontractors in the execution of this contract.

**3.34 WORK STOPPAGE BY THE COUNTY**

The CONTRACTING OFFICER, by issuance of a stop work order, may direct the CONTRACTOR to suspend any work that may be subject to damage because of weather conditions. Extensions of time will be allowed, but no extensions of time shall release the CONTRACTOR and his sureties from their general obligations under the contract and performance bond.

**3.35 APPROVAL OF SPECIALIZED FACILITIES**

Certain items specified elsewhere in these specifications may be required to be of an approved type for the purpose intended, as determined by a nationally recognized organization adequately equipped and competent to perform the specific inspection and approval service by examination, inspection, tests, or a combination thereof.

Where such approval is required, the evidence of such approval shall be considered acceptable by the attachment to the article of the seal or label of the organization designated for the item specified, the inclusion by description and identification of such article in the current registry of approved items by the designated organization, or the issuance by the designated organization of a certificate acceptable to the COUNTY.

**3.36 SAFETY AND HEALTH**

The CONTRACTOR shall conduct his operations, including those involving machinery and self-propelled vehicles and equipment in order to protect the lives and health of employees and other persons; prevent damage to property, materials,

supplies, and equipment; and to avoid work interruptions; and the CONTRACTOR shall, in the performance of this contract, comply with the applicable provisions of Federal, State and Municipal safety, health and sanitation laws and codes.

The CONTRACTOR shall also comply with all pertinent provisions of the "Manual of Accident Prevention in Construction," (latest revised edition) of the Associated General Contractors of America, Incorporated, and amendments thereto, and shall otherwise furnish and employ such additional safeguards, safety devices, protective equipment and measures, and fire preventive and suppressive measures and equipment as the CONTRACTING OFFICER may determine to be necessary for the protection of property and for the life and health of personnel. The CONTRACTOR shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. Such notice when served on the CONTRACTOR or his representative at the site of work shall be deemed sufficient.

If the CONTRACTOR fails or refuses to comply promptly with requirements, the CONTRACTING OFFICER may issue an order to suspend all or any part of the work. When satisfactory corrective action is taken, an order to resume work will be issued. No part of the time lost due to any such suspension order shall entitle the CONTRACTOR to any extension of time for the performance of the contract or to excess costs or damages.

The CONTRACTOR shall maintain an accurate record of and shall report to the CONTRACTING OFFICER in the manner and on the form prescribed by the CONTRACTING OFFICER, all cases of death, occupational disease or traumatic injury requiring medical attention or causing loss of time from work, or loss of or damage to property of the CONTRACTOR, the public, or the COUNTY arising out of or in the course of fires or employment incident to performance of work under this contract.

### **3.37 INSURANCE**

*Refer to Part C.*

### **3.38 ADVERTISING**

No signs or advertisements shall be displayed on the construction site except with the prior approval of the CONTRACTING OFFICER.

### **3.39 FEDERAL, STATE, AND LOCAL TAXES**

Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and Local taxes, and duties.

### **3.40 MAINTENANCE MANUALS**

Prior to turning over operation and maintenance of the facilities and equipment constructed or rehabilitated under this project, the CONTRACTOR shall furnish the CONTRACTING OFFICER with seven (7) complete (and approved by the CONTRACTING OFFICER) sets of operating and maintenance manuals, manufacturer's instructions, factory drawings, and parts lists as required for the proper maintenance and operation of equipment and related facilities furnished and installed under the contract and shall also instruct COUNTY personnel in the operation and maintenance of all mechanical and electrical equipment installed under the contract.

### **3.41 CONTRACT GUARANTEE**

Except where a longer period is established elsewhere in these specifications, all work including labor, materials, and equipment performed under this contract shall be guaranteed for a period of one (1) year from date of final acceptance of the contract by the COUNTY. All guarantees embraced in or required by this contract are subject to the terms of this provision unless otherwise expressly agreed in writing by the parties to the contract. During the term of the guarantee, the CONTRACTOR, when notified by the CONTRACTING OFFICER, shall promptly replace or put in satisfactory condition in every particular, any deficiency in the guaranteed work, and shall make good all damage to the structures and grounds, and to any other material, equipment, and property which are disturbed in fulfilling the requirements of the guarantee of which have been damaged because of the deficient work. In the event of failure by the CONTRACTOR to comply with these provisions within ten (10) work days following date of notification, the COUNTY may proceed to have such defects repaired and the CONTRACTOR and his surety shall be liable for cost incurred in connection therewith.

### **3.42 APPORTIONING OF CONTRACT AMOUNT (LUMP SUM)**

Before the first application for payment, the CONTRACTOR shall submit to the COUNTY a cost breakdown of the various portions of the work indicating: the estimated quantity of units of each portion of the work, the cost per unit of each portion, and the total aggregate cost of each portion. Profit and overhead shall be properly apportioned to each item and all unit and proportional costs shall aggregate the total CONTRACT sum, divided so as to facilitate payments to subcontractors. The cost breakdown shall be prepared in such form as the COUNTY may direct and be supported by such data to substantiate its

correctness as the COUNTY may require. This breakdown, when approved by the COUNTY, shall be used only as a basis for the CONTRACTOR'S applications for payments.

### **3.43 CONSTRUCTION PROGRAM**

Following receipt of the Notice to Proceed with the work and prior to commencement of on-site operations, the CONTRACTOR shall submit to the CONTRACTING OFFICER schedule(s) of his proposed operating and progress, showing the CONTRACTOR'S estimated starting and completion dates for each element of the work, in graphic form when required, and showing also the dollar value which the CONTRACTOR proposes to establish for each such element. Failure to submit this schedule, and to obtain approval thereof and to conform to construction progress therewith, will be considered cause for postponing approval of the CONTRACTOR'S payment requests. Both the schedule of progress and the dollar value will be subject to approval and modification by the CONTRACTING OFFICER. When required by the CONTRACTING OFFICER for purposes of determining the equitableness of the CONTRACTOR'S payment request, the CONTRACTOR shall furnish evidence satisfactory to the CONTRACTING OFFICER of the sums paid by the CONTRACTOR for materials, supplies, and other items of expense.

### **3.44 SHOP DRAWINGS, CATALOGS, AND SAMPLES**

Where shop drawings, catalogs, schedules, samples, and related material are specified to be submitted, and whenever required by the COUNTY to be submitted, the CONTRACTOR shall submit four facsimiles for review and approval, one of which will be returned to the CONTRACTOR when approved. If the CONTRACTOR wishes additional copies returned, he may submit more than four copies, in which case the extra copies will be returned to the CONTRACTOR. The shop and diagram drawings and schedules must show completely all the work to be done, and any error or omission in the construction work because of incomplete or erroneous shop drawings, diagram drawings, and schedules shall be corrected by the CONTRACTOR at his own expense, even though the work is in place. Unless specifically requested as an exception by the CONTRACTOR, and approved by the COUNTY in writing, the approval by the COUNTY of any shop drawings, catalog, schedule, sample, and related material is limited to compliance with the contract drawings and contract specifications, and such approval by the COUNTY will not relieve the CONTRACTOR of the responsibility for errors or for failure properly to coordinate all elements of the project affected by the submitted material. All submittals shall be clearly identified.

The COUNTY will make every effort to process all such submitted material as expeditiously as possible but it is the responsibility of the CONTRACTOR to present all such submittals at least two weeks in advance of his need for such approval, and in any event the COUNTY will entertain no request for a time extension to the contract resulting from a delay by the COUNTY in processing such submitted material unless the material is submitted in sufficient time to permit adequate review by the COUNTY commensurate with the complexity of the specific submittal. For shop drawing reviews in excess of two for each item, the COUNTY shall deduct from monies due to the CONTRACTOR the cost incurred by the COUNTY for such additional reviews. When specified or requested by the CONTRACTING OFFICER, the CONTRACTOR shall submit a certificate executed by the manufacturer certifying that the materials or equipment to be incorporated in the work comply with the requirements of these specifications.

### **3.45 INSPECTION AND ACCEPTANCE OF WORK**

All work on improvements shall be subject to inspection by the CONTRACTING OFFICER during and upon completion of construction and to approval and acceptance by such representative on behalf of the COUNTY, if said work is found to be in accordance with the CONTRACT.

When all work comprised in this contract has been completed, including cleanup and restoration, the CONTRACTOR shall so notify the CONTRACTING OFFICER in writing; the CONTRACTING OFFICER will then make a final inspection. When defects, errors, and omissions disclosed by the final inspection have been corrected, acceptance will be given in writing, but until such acceptance, the CONTRACTOR shall be responsible for the work covered by this contract.

### **3.46 ERRORS AND OMISSIONS**

The CONTRACTOR shall, immediately upon his discovery of any statement or detail which is discrepant, or which otherwise appears to be in error, bring the same to the attention of the CONTRACTING OFFICER for decision or correction. Full instructions will always be given if such error or omission is discovered.

### **3.47 INTENT OF SPECIFICATIONS**

It is the spirit and intent of these documents, specifications, and of the drawings forming part of them, to provide that the work and all parts thereof shall be fully completed and suitable in every way for the purpose for which designed, and that all parts of the work shall be of a quality be of a quality comparable and consistent with the general quality of the facility being constructed. The CONTRACTOR shall supply all materials and do all work which reasonably may be implied as being incidental to the work of this contract.

**3.48 DISPUTES**

- A. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, shall be decided by the CONTRACTING OFFICER who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR.
- B. The decision of the CONTRACTING OFFICER shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the CONTRACTOR mails or otherwise furnishes to the CONTRACTING OFFICER a written appeal addressed to the COUNTY. The decision of the COUNTY for determination of such appeals shall be final and conclusive. In connection with any appeal proceeding under this article, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the CONTRACTOR shall proceed diligently with the performance of the contract and in accordance with the CONTRACTING OFFICER'S decision.
- C. This DISPUTES article does not preclude consideration of questions of law in connection with decisions provided for in Paragraph A above. Nothing in this contract, however, shall be construed as making final the decision of any administrative, official, representative, or board on a question of law.

**3.49 FAIR TREATMENT OF SUBCONTRACTORS AND VENDORS**

- A. The CONTRACTOR must make payment to any sub-contractor or vendor within 15 business days of receiving payment from the COUNTY for a contractor invoice submitted to the COUNTY that billed for services or commodities provided by that sub-contractor or vendor.
- B. CONTRACTORS may not impose retainage rates upon subcontractors that are higher than those rates imposed upon the CONTRACTOR by the COUNTY.

**3.50 COMPLIANCE WITH FEDERAL EMPLOYMENT REGULATIONS**

- A. Federal law requires that employers must verify that an individual whom they plan to employ or continue to employ in the United States is authorized to accept employment in the United States.
- B. By submitting a bid/proposal in response to this solicitation, the CONTRACTOR certifies that no person will be employed on this project in any manner, including sub-contractors and suppliers, that is not eligible to work in the United States, or whose employment is in violation of State or federal law. The CONTRACTOR has sole responsibility for compliance with this requirement.
- C. Violation of this requirement may result in termination of the CONTRACT, a penalty of \$1,000 per day or occurrence, whichever is higher, and/or reporting of the violation to the appropriate authorities.

\* \* \* \* \* **END OF INSTRUCTIONS, PROVISIONS, AND NOTICES** \* \* \* \* \*

**PART B – SPECIAL PROVISIONS****1.0 GENERAL****1.1 PROJECT DESCRIPTION**

These Specifications are intended to cover Recreation programs bus transportation services for Charles County Department of Recreation, Parks, and Tourism - Recreation Division. The Contractor will provide bus transportation services for an estimate of one hundred fifty (150) trips for Recreation programs annually. Transportation services and bus quantities shall be dictated by program registration and program need. Transportation services will vary; however, the majority of services will be expected to be delivered June, July, and August for summer camp operations. The Contractor shall guarantee delivery of services at designated County locations in accordance with these *Special Provisions*.

Services shall be provided for year-round Recreation programs. Programs include but not limited to one day trips, school's out programs, holiday break trips, Summer Day Camp weekly field trips, Camp Co-Op weekly field trips, and Camp Co-Op door-to-door transportation.

Contractor shall show flexibility in adapting to changes in the number of trips or to alternate trip locations based on prior verbal or written approval by the County.

Summer Day Camp field trips from 2022 are included in *Appendix 2* for informational purposes only. The bus schedules shall be provided to the Contractor a minimum of one (1) week prior to the beginning of the respective summer camp, recreation program, and/or field trip. Minimal changes made after the schedule is given to the Contractor shall be by e-mail or fax to the respective Contractor.

## 1.2 QUANTITIES NOT GUARANTEED

The quantities of work described in these solicitation documents are the County's best estimates and are to be utilized for purposes of evaluation only. No quantities are guaranteed and are not to be interpreted as such. Inasmuch as any work under this Contract will be done "as required", there is no guarantee that work will be on a continual basis.

## 1.3 RECREATION PROGRAM OVERVIEW

### 1.3.1 General

Generally, Recreation programs bus transportation services shall be required during normal business hours: Monday through Friday between 8:30 a.m. – 4:00 p.m. Specialty Recreation programs may operate outside of normal business hours and require transportation services after 4:00pm and/or on Saturday, Sunday, and holidays. Typically, each field trip requires one (1) bus, however, if program enrollment dictates another bus may be required.

The number of buses required for each trip is subject to change. The Contractor may be required to provide up to ten (10) buses at any one time to transport all program participants for the same trip.

On days of inclement weather, the Contractor(s) may be contacted at any time during the course of the day to relocate the program participants to an alternative site. The alternative site shall be in proximity of the program's regular location. The County shall be charged a field trip fee in accordance with the contracted mileage zone rate.

## 1.4 SUMMER DAY CAMP OVERVIEW

### 1.4.1 General

Summer Day Camp program bus transportation services shall be required during normal business hours: Monday through Friday between 8:30 a.m. – 4:00 p.m. starting mid-June through late August (closed July 4). Typically, each field trip requires one (1) bus, however, if camp enrollment dictates another bus may be required.

The number of buses required for each camp is subject to change. The Contractor may be required to provide up to ten (10) buses at any one time to transport all camp participants for the same field trip.

On days of inclement weather, the Contractor(s) may be contacted at any time during the course of the day to relocate the camp participants to an alternative site. The alternative site shall be in proximity of the camp's regular location. The County shall be charged a field trip fee in accordance with the contracted mileage zone rate.

Camps shall not be held on July 4; therefore, camp transportation services shall not be needed.

### 1.4.2 Camp Descriptions

#### 1. Summer Day Camp

Spend the day in arts and crafts, fun sports competitions, organized games, and special events with guest presenters. Campers will enjoy a trip to the local pool for recreational swimming and a special event or field trip for each of the weekly sessions. Campers must be of the minimum age listed by first day of camp and no older than the maximum age listed by the first day of camp.

#### 2. Summer Day Camp at Elite

Spend the day participating in arts and crafts, fun sports competitions, organized games, gymnastics rotations, and special events with guest presenters. Campers will enjoy a trip to the local pool for recreational swimming and a special event or field trip for each of the eleven weekly sessions. Campers must be of the minimum age listed by first day of camp and no older than the maximum age listed by the first day of camp.

## 1.5 CAMP CO-OP OVERVIEW

### 1.5.1 General

Generally, Camp Co-Op program bus transportation services shall be required during normal business hours: Monday through Friday between 7:30 a.m. – 5:30 p.m. starting mid-June through early August (closed July 4). Transportation is required every day for pick up and drop off of campers and for weekly field trips, with each field trip typically requiring four (4) buses and an attendant.

Camp Co-Op pickup and drop off routes shall be less than one and a half (1 ½) hour in duration from the time of the first stop to delivery at the respective camp. These routes are generally less than fifty (50) miles from the first stop to the respective camp. Most routes will include four (4) to six (6) stops. The maximum number of stops on any given route shall not exceed ten (10).

### **1.5.2 Camp Description**

Registration packets are available at [www.CharlesCountyParks.com](http://www.CharlesCountyParks.com). This summer day camp is designed for Charles County Public School students with significant cognitive delay who are receiving special education services. Activities include arts and crafts, swimming, games, sports, life skills, and special field trips. Enrollment is limited to forty (40) campers per session. Transportation is available from designated pick-up areas based on need. Payment is due at the time of registration. The camp will accept ten (10) inclusion children per week. Sessions fill up on a first come, first served basis. Campers must be enrolled with Charles County Public Schools. Age is as of December 31, 2017.

## **1.6 BUS REQUIREMENTS**

All buses shall be licensed and inspected by the Maryland State Motor Vehicle Administration. Buses shall meet the Specifications and Regulations of the Maryland State Department of Education COMAR's School Vehicle Specifications (11.19) and Charles County Public Schools' regulations unless specifically stated otherwise in this RFQ. These citations can be found at the following web site:

COMAR:

Pages - COMAR Search ([maryland.gov](http://maryland.gov))

Charles County Public Schools' regulations:

<https://www.ccboe.com/departments/transportation>

The Camp Co-Op program shall require a minimum of four (4) fully accessible buses equipped with wheelchair lift. Each bus shall accommodate at least three (3) wheelchairs and 8-20 adults per bus.

All buses shall have printed maps or GPS system, radios, or cellular phones to enable communication between buses and their depot. The numbers for the cellular phones shall be provided to the respective County Personnel at the beginning of each summer session or trip. Additionally, County Personnel shall have the phone number for the dispatcher who is available anytime the buses are in use. The Contractor(s) is responsible to update the phone lists as phone numbers and personnel change.

All buses shall have a current Maryland State inspection. All inspection fees are the responsibility of the Contractor(s).

At any time and no additional cost, the County may request copies of bus inspections and licenses.

## **2.0 SCOPE OF SERVICES**

### **2.1 CONTRACTOR(S) RESPONSIBILITIES**

Contractor(s) shall:

1. Work closely with representatives from the County's Recreation staff to ensure open and clear communication.
2. Provide the names and cell phone numbers of drivers for the Contract.
3. Maintain a list of County camp contact persons and telephone numbers for transportation related issues. The County shall provide contact names and telephone numbers.
4. Provide a list of all possible drivers for the County Recreation programs thirty (30) days prior to the start of the program each year for the County's review and approval. It shall be the responsibility of the Contractor(s) to ensure only the County approved drivers work on this Contract.
5. Provide documentation of completed background checks for each driver scheduled to transport participants either for trips from the facilities or for transportation to and from the facilities. This background check shall include FBI, State of Maryland checks, and a review of the public record. Documentation shall be provided with the bus driver list thirty (30) days prior to the start of the program each year. This list shall be updated, and background check information provided to the County in the event drivers change during the program. The County will accept a letter on Company letterhead and signed by an officer authorized to make a binding commitment for the firm.
6. The Contractor(s) shall provide updated driving records for each driver assigned to this Contract to comply with requirements of the County's Risk Management Division.

### **2.2 CONTRACTOR(S) DRIVERS' RESPONSIBILITIES**

Schedules for Recreation program trips shall be provided prior to the start of the respective program.



When applicable, changes to the program trip schedule shall be given to the Contractor(s) forty-eight (48) hours in advance of the scheduled trip. Each driver shall be aware of directions to the destinations.

Schedules for Camp Co-Op's door to door service shall be provided prior to the start of the respective program. There are two (2) separate routes, both with a.m. and p.m. pickup and drop-off points. Routes will vary weekly and will be determined by participation registration. The County shall coordinate the arrangements with the Contractor(s). Each driver shall be aware of each route.

### **2.3 RECREATION PROGRAMS**

Recreation programs run year-round from beginning of January to the end of December, Monday through Friday. Depending on the program, Saturday, Sunday, and holiday transportation services may be requested. Pick-up times for scheduled trips could start as early as 8:30 a.m. and arrive back at facilities no later than 9:00 p.m. Recreation facilities are provided in *Appendix I*.

Unless otherwise noted, each trip will require at least one (1) bus/driver and the bus should accommodate a minimum of sixty (60) passengers. Additional buses may be required as determined by program registrations.

With notice, the County reserves the right to cancel trips or adjust trip locations due to weather or availability.

#### **2.3.1 Summer Camp**

Summer Camp programs run for approximately eleven (11) weeks from mid-June through mid-August, Monday through Friday (no camp on July 4<sup>th</sup> holiday). Pick-up times for scheduled field trips start as early as 8:30 a.m. and arrive back at camp sites no later than 4:00 p.m. Camp locations are provided in *Appendix I*.

Unless otherwise noted, each camp trip will require at least one (1) bus/driver and the bus should accommodate a minimum of sixty (60) passengers. Additional buses may be required as determined by camp registrations. *Appendix 2* contains 2023 field trip details for informational purposes only.

With notice, the County reserves the right to cancel trips or adjust trip locations due to weather or availability.

#### **2.3.2 Camp Co-Op**

Camp Co-Op Program runs for approximately six (6) weeks from late June through early August, Monday through Friday (no camp on July 4<sup>th</sup> holiday). This program offers door-to-door pick-up and drop-off service for its special needs participants via two (2) separate routes. Each route has designated pick-up/drop-off stops based on the needs of the participant. Routes will vary weekly and will be determined by participation registration. Morning pick-up is at approximately 7:30 a.m. with drop-off at Camp at 9:00 a.m., afternoon drop-off begins at 2:30 p.m. and finishes approximately 4:00 p.m.

Unless otherwise noted, each of the two (2) routes require one (1) bus/driver and one (1) attendant. Each bus must be fully accessible with a minimum requirement of holding three (3) wheelchairs and 8-20 adults. Attendant(s) shall have at least one (1) full year of experience providing this service.

Unless otherwise noted, Camp Co-Op field trips require a minimum of four (4) buses that are fully accessible with a minimum requirement of holding three (3) wheelchairs and 8-20 adults. With notice, the County reserves the right to cancel trips or adjust trip locations due to weather or availability.

Paratransit requirements are bus attendants that meet the requirements required by Charles County Public Schools' regulations. This citation can be found at the following web site:

Charles County Public Schools' regulations: <https://www.ccboe.com/departments/transportation>

### **2.4 CONDITION OF EQUIPMENT**

The Contractor(s) shall guarantee the equipment and buses used to provide services under this Contract shall be in good working condition. The Contractor(s) shall also guarantee the equipment and buses are clean, free from damage, meet all safety requirements, and meet all State, County, and local regulations and requirements as well as operational condition. Regular maintenance on the equipment shall be in keeping with the manufacturer's suggested maintenance schedules to keep equipment in the proper working condition. Any equipment failure due to abuse or poor maintenance shall be immediately replaced. Failure of equipment shall not be just cause for non-performance of the Contract as specified.

**2.5 CHILD SEX OFFENDER NOTIFICATION**

Maryland law requires certain child sex offenders to register with the local law enforcement agency. The County requires the Contractor(s) not to employ any convicted child sex offenders to work on projects/services for the County involving children.

To assist Contractor(s) in identifying convicted child sex offenders, the State of Maryland's Department of Public Safety & Correctional Services website (<http://news.maryland.gov/dpscs/home/>) may be utilized to obtain current listings. It is the Contractor(s) responsibility to monitor and guarantee that this requirement is met.

**2.6 INVOICES**

Tolls, passes, and parking fees shall be listed on invoices separately.

Invoices shall be submitted from the Contractor to Charles County Government, Chief of Recreation for approval within thirty (30) days of completing the last scheduled bus service. The invoices shall be forwarded to the County's Accounting Division for payment. Invoice shall include the following: RFQ name, RFQ number, dates of trips, pick-up and arrival locations, distance of trip in miles, pick-up and departure times, number of buses, and cost per trip. The invoice can be mailed to 8190 Port Tobacco Road, Port Tobacco, MD 20677 or faxed to 301-934-5624 or emailed to Charles County Government, Chief of Recreation.

**3.0 QUOTE ITEM A – RECREATION PROGRAMS TRANSPORTATION – SCHOOL BUS**

Unit prices shall include mileage, insurance, maintenance, gas, labor, equipment, and all other charges, prepaid, and exclusive of all taxes. There shall be no services for and no charges for overtime. Tolls, passes, and parking fees shall not be part of the quote pricing.

**3.1 QUOTE ITEM A-1: TRAVEL DISTANCE 1 – SCHOOL BUS TRANSPORTATION SERVICES FOR 0 TO 25 MILES**

Quote Item A-1: This quote item establishes the unit price for each bus to provide school bus transportation services traveling 0 to 25 miles round trip. Average number of hours per trip is 4.

Payment: Quote Item A-1 of the *Quotation Form* establishes the unit price for which payment will be made by the County to the Contractor for each bus.

**3.2 QUOTE ITEM A-2: TRAVEL DISTANCE 2 – SCHOOL BUS TRANSPORTATION SERVICES FOR 26 TO 50 MILES**

Quote Item A-2: This quote item establishes the unit price for each bus to provide school bus transportation services traveling 26 to 50 miles round trip. Average number of hours per trip is 5.5.

Payment: Quote Item A-2 of the *Quotation Form* establishes the unit price for which payment will be made by the County to the Contractor for each bus.

**3.3 QUOTE ITEM A-3: TRAVEL DISTANCE 3 – SCHOOL BUS TRANSPORTATION SERVICES FOR 51 TO 75 MILES**

Quote Item A-3: This quote item establishes the unit price for each bus to provide school bus transportation services traveling 51 to 75 miles round trip. Average number of hours per trip is 6.5.

Payment: Quote Item A-3 of the *Quotation Form* establishes the unit price for which payment will be made by the County to the Contractor for each bus.

**3.4 QUOTE ITEM A-4: TRAVEL DISTANCE 4 – SCHOOL BUS TRANSPORTATION SERVICES FOR 76 TO 100 MILES**

Quote Item A-4: This quote item establishes the unit price for each bus to provide school bus transportation services traveling 76 to 100 miles round trip. Average number of hours per trip is 7.

Payment: Quote Item A-4 of the *Quotation Form* establishes the unit price for which payment will be made by the County to the Contractor for each bus.

**4.0 QUOTE ITEM B – RECREATION PROGRAMS TRANSPORTATION – CHARTER BUS**

Unit prices shall include mileage, insurance, maintenance, gas, labor, equipment, and all other charges, prepaid, and exclusive of all taxes. There shall be no services for and no charges for overtime. Tolls, passes, and parking fees shall not be part of the quote pricing.

**4.1 QUOTE ITEM B-1: TRAVEL DISTANCE 1 – CHARTER BUS TRANSPORTATION SERVICES FOR 26 TO 50 MILES**

Quote Item B-1: This quote item establishes the unit price for each bus to provide charter bus transportation services traveling 26 to 50 miles round trip. Average number of hours per trip is 6.

Payment: Quote Item B-1 of the *Quotation Form* establishes the unit price for which payment will be made by the County to the Contractor for each bus.

**4.2 QUOTE ITEM B-2: TRAVEL DISTANCE 2 – CHARTER BUS TRANSPORTATION SERVICES FOR 51 TO 75 MILES**

Quote Item B-2: This quote item establishes the unit price for each bus to provide charter bus transportation services traveling 51 to 75 miles round trip. Average number of hours per trip is 7.

Payment: Quote Item B-2 of the *Quotation Form* establishes the unit price for which payment will be made by the County to the Contractor for each bus.

**4.3 QUOTE ITEM B-3: TRAVEL DISTANCE 3 – CHARTER BUS TRANSPORTATION SERVICES FOR 76 TO 100 MILES**

Quote Item B-3: This quote item establishes the unit price for each bus to provide school bus transportation services traveling 76 to 100 miles round trip. Average number of hours per trip is 8.

Payment: Quote Item B-3 of the *Quotation Form* establishes the unit price for which payment will be made by the County to the Contractor for each bus.

**4.4 QUOTE ITEM B-4: TRAVEL DISTANCE 4 – CHARTER BUS TRANSPORTATION SERVICES FOR 101 TO 125 MILES**

Quote Item B-4: This quote item establishes the unit price for each bus to provide school bus transportation services traveling 101 to 125 miles round trip. Average number of hours per trip is 9.

Payment: Quote Item B-4 of the *Quotation Form* establishes the unit price for which payment will be made by the County to the Contractor for each bus.

**4.5 QUOTE ITEM B-5: TRAVEL DISTANCE 5 – CHARTER BUS TRANSPORTATION SERVICES FOR 126 TO 150 MILES**

Quote Item B-5: This quote item establishes the unit price for each bus to provide charter bus transportation services traveling 126 to 150 miles round trip. Average number of hours per trip is 10.

Payment: Quote Item B-5 of the *Quotation Form* establishes the unit price for which payment will be made by the County to the Contractor for each bus.

**5.0 QUOTE ITEM C – CAMP CO-OP DAILY ROUTE ACCESSIBLE BUS TRANSPORTATION SERVICES WITH PARATRANSIT REQUIREMENTS**

Unit prices shall include insurance, maintenance, gas, equipment, and all other charges, prepaid, and exclusive of all taxes. There shall be no services for and no charges for overtime. Tolls, passes, and parking fees shall not be part of the quote pricing.

**5.1 QUOTE ITEM C-1: ACCESSIBLE BUS**

Quote Item C-1: This quote item establishes the unit price per mile for accessible bus transportation services with paratransit requirements.

Payment: Quote Item C-1 of the *Quotation Form* establishes the unit price for which payment will be made by the County to the Contractor for each bus.

**5.2 QUOTE ITEM C-2: ACCESSIBLE BUS DRIVER**

Quote Item C-2: This quote item establishes the unit price per hour for accessible bus driver, bus transportation services with paratransit requirements.

Payment: Quote Item C-2 of the *Quotation Form* establishes the unit price for which payment will be made by the County to the Contractor per hour.

**5.3 QUOTE ITEM C-3: ACCESSIBLE BUS ATTENDANT**

Quote Item C-3: This quote item establishes the unit price per hour for accessible bus attendant accessible bus transportation services with paratransit requirements.

Payment: Quote Item C-3 of the *Quotation Form* establishes the unit price for which payment will be made by the County to the Contractor per hour.

**6.0 QUOTE ITEMS D: ACCESSIBLE SCHOOL BUS TRANSPORTATION – WITH PARATRANSIT REQUIREMENTS AND ATTENDANT**

Unit prices shall include mileage, insurance, maintenance, gas, labor, equipment, and all other charges, prepaid, and exclusive of all taxes. There shall be no services for and no charges for overtime. Tolls, passes, and parking fees shall not be part of the quote pricing.

**6.1 QUOTE ITEM D-1: TRAVEL DISTANCE 1 – ACCESSIBLE SCHOOL BUS TRANSPORTATION SERVICES FOR 0 TO 25 MILES**

Quote Item D-1: This quote item establishes the unit price for each bus to provide accessible school bus transportation services with attendant traveling 0 to 25 miles round trip. Average number of hours per trip is 4.

Payment: Quote Item D-1 of the *Quotation Form* establishes the unit price for which payment will be made by the County to the Contractor for each bus.

**6.2 QUOTE ITEM D-2: TRAVEL DISTANCE 2 – ACCESSIBLE SCHOOL BUS TRANSPORTATION SERVICES FOR 26 TO 50 MILES**

Quote Item D-2: This quote item establishes the unit price for each bus to provide accessible school bus transportation services with attendant traveling 26 to 50 miles round trip. Average number of hours per trip is 4.5.

Payment: Quote Item D-2 of the *Quotation Form* establishes the unit price for which payment will be made by the County to the Contractor for each bus.

**6.3 QUOTE ITEM D-3: TRAVEL DISTANCE 3 – ACCESSIBLE SCHOOL BUS TRANSPORTATION SERVICES FOR 51 TO 75 MILES**

Quote Item D-3: This quote item establishes the round trip per bus unit price for accessible school bus transportation services with attendant traveling 51 to 75 miles round trip. Average number of hours per trip is 5.

Payment: Quote Item D-3 of the *Quotation Form* establishes the unit price for which payment will be made by the County to the Contractor for each bus.

**6.4 QUOTE ITEM D-4: TRAVEL DISTANCE 4 – ACCESSIBLE SCHOOL BUS TRANSPORTATION SERVICES FOR 76 TO 100 MILEST**

Quote Item D-4: This quote item establishes the unit price for each bus to provide accessible school bus transportation services with attendant traveling 75 to 100 miles round trip. Average number of hours per trip is 5.5.

Payment: Quote Item D-4 of the *Quotation Form* establishes the unit price for which payment will be made by the County to the Contractor for each bus.

**7.0 APPENDICES****APPENDIX 1 – RECREATION PROGRAM LOCATIONS**

For informational purposes only.

Facility Name	Physical Location
Billingsley	10069 Billingsley Road, White Plains, MD 20695
Davis	2495 Davis Road, Waldorf, MD 20603
Donald M. Wade Aquatic Center	5305 Piney Church Road, Waldorf, MD 20602
Elite	2745 Old Washington Road, Waldorf, MD 20601

Hanson	3165 John Hanson Drive, Waldorf, MD 20601
Henson	3535 Livingston Road, Indian Head, MD 20640
Lackey High School	3000 Chicamuxen Road, Indian Head, MD 20640
La Plata High School	6035 Radio Station Road, La Plata, MD 20646
Mattawoman	10145 Berry Road, Waldorf, MD 20603
McDonough High School	7165 Marshall Corner Road, Pomfret, MD 20675
North Point High School	2500 Davis Road, Waldorf, MD 20603
Piccowaxen	12834 Rock Point Road, Newburg, MD 20664
Port Tobacco Recreation Center	8190 Port Tobacco Road, Port Tobacco, MD 20677
Smallwood	4990 Indian Head Highway, Indian Head, MD 20640
Somers	300 Willow Lane, La Plata, MD 20646
Stoddert	2040 St. Thomas Drive, Waldorf, MD 20602
Thomas Stone High School	3785 Leonardtown Road, Waldorf, MD 20601
Wade	2300 Smallwood Drive West, Waldorf, MD 20603
Waldorf Senior and Recreational Center	90 Post Office Road, Waldorf, MD 20602
Westlake High School	3300 Middletown Road, Waldorf, MD 20603

### **APPENDIX 2 - 2022 DAILY ROUTE TRANSPORTATION – CAMP CO-OP**

For informational purposes only.

<b>BUS 1 – MORNING &amp; AFTERNOON PICK UP/DROP OFF – SMALLWOOD ROUTE (3,566 TOTAL MILES FOR 2022)</b>				
<b>DAILY ROUTE</b>	<b>PICK UP LOCATION(S)</b>	<b>ROUTE START TIME</b>	<b>DROP OFF LOCATION(S)</b>	<b>ROUTE END TIME</b>
Monday thru Friday	Smallwood Middle School	7:30	North Point High School	9:00
Continued	North Point High School	2:30	Smallwood Middle School	4:30
Monday thru Friday	Other Designated Stops*		North Point High School	
	North Point High School		Other Designated Stops*	

\* *Varies weekly/determined by individual requests, eligibility, and availability*

<b>BUS 2 – MORNING &amp; AFTERNOON PICK UP/DROP OFF – MIDDLETOWN ROUTE (2,585 TOTAL MILES FOR 2022)</b>				
<b>DAILY ROUTE</b>	<b>PICK UP LOCATION(S)</b>	<b>ROUTE START TIME</b>	<b>DROP OFF LOCATION(S)</b>	<b>ROUTE END TIME</b>
Monday thru Friday	Middleton Elementary School	7:30	North Point High School	9:00
Continued	North Point High School	2:30	Middleton Elementary School	4:30
Monday thru Friday	Other Designated Stops*		North Point High School	
	North Point High School		Other Designated Stops*	

\* *Varies weekly/determined by individual requests, eligibility, and availability*

**APPENDIX 3 – 2022 CAMP FIELD TRANSPORTATION – CAMP CO-OP**

For informational purposes only.

Date of Trip	Pick up at (Location)	Pick up Time	Arrive at (Location)	Depart Time	# of Buses
6/29/2022	North Point High School	9:45	Gilbert Run Park	3:00	3
7/6/2022	North Point High School	9:30	Xscape Movie Theater	1:30	3
7/13/2022	North Point High School	9:30	AMF Bowling Alley	2:00	3
7/20/2022	North Point High School	9:30	Xscape Movie Theater	1:30	3
7/27/2022	North Point High School	9:30	AMF Bowling Alley	2:00	3
8/3/2022	North Point High School	9:30	Xscape Movie Theater	1:30	3

\*\*\*\*\*END OF SPECIAL PROVISIONS\*\*\*\*\*

**PART C – INSURANCE**

1. The Contractor shall provide, at their expense with companies acceptable to the County, and pay premiums for the following insurance:

Applicable	Provision	
<input checked="" type="checkbox"/>	Commercial Automobile	Commercial automobile bodily injury and property damage insurance covering all vehicles whether owned, hired, or non-owned operated by/or on behalf of the Contractor in the performance of this contract with not less than the following units: i. Bodily Injury: \$1,000,000 per person \$2,000,000 per occurrence ii. Property Damage: \$500,000 per occurrence
<input checked="" type="checkbox"/>	Worker's Compensation	In compliance with Maryland Statutory Liability
<input checked="" type="checkbox"/>	Commercial General Liability	Minimum limits of: \$1,000,000 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000 aggregate.
<input checked="" type="checkbox"/>	Employers Liability Insurance:	i. \$500,000 each accident for injury ii. \$500,000 each employee, \$500,000 aggregate for disease
<input type="checkbox"/>	Umbrella excess liability insurance or excess liability insurance	\$5,000,000 each occurrence/ \$5,000,000 aggregate
<input type="checkbox"/>	Professional Liability	Professional liability insurance to include Errors & Omissions coverage with a limit of not less than \$1,000,000 per occurrence subject to \$2,000,000 aggregate.
<input type="checkbox"/>	Builder's Risk Insurance	The Contractor shall purchase and maintain, in a company or companies, lawfully authorized to do business in the State of Maryland, property insurance written on a builders' risk "all risk" or equivalent policy form in the amount of the initial contract sum, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, comprising the total value for the entire project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the contract documents, until final completion and acceptance by the County. This insurance shall list the County Commissioners of Charles County as the Name of Insured on such builder's risk policy.  This insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire and physical

		loss or damage including, without duplication of coverage, property in transit, property stored on or off site, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary building and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation of Architect's and Contractor's services and expenses required as a result of such insured loss.
<input type="checkbox"/>	Pollution Liability	Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
<input type="checkbox"/>	Marine Liability	Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
<input type="checkbox"/>	Environmental Insurance	Includes pollution and use of chemicals in an amount not less than \$2,000,000 per occurrence and \$3,000,000 annual aggregate.
<input type="checkbox"/>	Cyber Insurance	Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.

2. Each such policy shall be from an insurance company licensed to do business in the State of Maryland and which has a policyholder's rating of A or better from Best's Key Rating Guide.
3. The Contractor shall provide the County with Certificates of Insurance and supported by endorsement evidencing the coverage required by this solicitation prior to award of a contract. All Certificates shall reference the solicitation name and number and have an ending date that covers the entire contract term or extension period. The following certificates shall name "The County Commissioners of Charles County" (or other name as directed by the County) as an additional named insured:
  - A. Commercial automobile bodily injury and property damage insurance
  - B. Commercial General Liability
  - C. Builder's Risk
  - D. Excess Umbrella Liability
4. If the insurance obtained requires deductibles, the Contractor shall pay all costs not covered because of such deductibles. Providing insurance as required herein does not relieve the Contractor of any responsibility or obligations ensuing as a result of the contract award, or for which the Contractor may be liable by law or otherwise. Proof of Insurance will be required and must be submitted prior to final execution of the Contract by Charles County Government. The Contractor shall be solely responsible for all work performed by subcontractors related to any contract awarded as a result of this solicitation, including but not limited to errors, omissions, and neglect.
5. The providing of any insurance required herein does not relieve the successful Quoter of any of the responsibilities or obligations assumed by the Quoter in the Contract awarded or for which the Quoter may be liable by law or otherwise.
6. Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof.

# Charles County Commissioners



***PREPARED BY:***

**Charles County Government**  
**Department of Fiscal & Administrative Services**  
**Jenifer Ellin, Director**  
**Shanna Reese, Chief of Purchasing**  
200 Baltimore Street • La Plata, Maryland 20646  
MD Relay: 711 • Relay TDD: 1-800-735-2258

**[www.CharlesCountyMD.gov](http://www.CharlesCountyMD.gov)**



**Mission Statement:** The mission of the Charles County Government is to provide our citizens the highest quality of service possible in a timely, efficient, and courteous manner. To achieve this goal, our government must be operated in an open and accessible atmosphere, be based on comprehensive long- and short-term planning, and have an appropriate managerial organization tempered by fiscal responsibility. We support and encourage efforts to grow a diverse workplace.

**Vision Statement:** Charles County is a place where all people thrive and businesses grow and prosper; where the preservation of our heritage and environment is paramount; where government services to its citizens are provided at the highest level of excellence; and where the quality of life is the best in the nation.

**Equal Opportunity Employer:** It is the policy of Charles County to provide equal employment opportunity to all persons regardless of race, color, sex, age, national origin, religious or political affiliation or opinion, disability, marital status, sexual orientation, genetic information, gender identity or expression, or any other status protected by law.